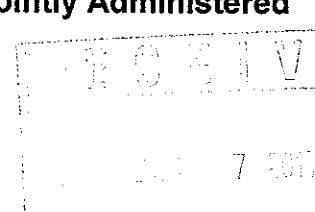
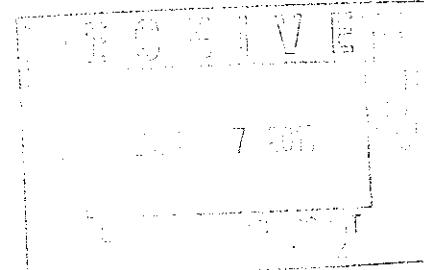


**United States Bankruptcy Court**  
**SOUTHERN DISTRICT OF NEW YORK**  
**MANHATTAN DIVISION**

In re: )  
RESIDENTIAL CAPITAL, LLC et al. )  
DEBTORS. )  
Address: )  
**Residential Capital,LLC** )  
1177 Avenue of the Americas )  
New York, NY 10036 )  
NEW YORK-NY )  
Tax ID / EIN: 20-1770738 )  
aka **Residential Capital Corporation** )  
Case No. 12-12020-MG  
Chapter 11  
Jointly Administered  




**NOTICE OF MOTION FOR LEAVE TO FILE PROOF OF CLAIM OUT OF TIME AND  
MOTION TO ALLOW CLAIMANT TO CONTINUE TO LITIGATE DEBTOR IN THE  
DISTRICT COURT FOR NONDISCHARGEABILITY DETERMINATION**

**To the Honorable United States Bankruptcy Court Judge for the Southern District  
of New York Manhattan Division:**

**Notice is hereby given** that claimant Lolina Porter, pro se, hereby respectfully and humbly appeals to and move the United States Bankruptcy Court for the Southern District of New York Manhattan Division from the Order entered February 11, 2016 (ECF Doc. #9618).

1 In conformity with the Official Bankruptcy Form 420A (Notice of Motion or  
2 Objection) (12/16), claimant submits the following:

3

4 **I. BACKGROUND**

5       In October 2010, the claimant Porter's filed civil action as Pro Se Plaintiff  
6 against GMAC at the Chancery Court of Shelby County, Tennessee For the  
7 Thirtieth Judicial District at Memphis is meritorious. Please find attached copy of  
8 Porter's First Civil Complaint against GMAC, et.al. (**EXHIBIT I**).  
9

10      Claimant filed for the following actions in her October 2010 Civil Complaint:  
11

- 12      a. Complaint and Emergency Motion to Set Aside Foreclosure Judgment and  
13             Sale of Real Property (**Motion Granted**)  
14      b. Motion for Permanent Injunctive Relief Barring Future Sale of Real Property  
15             by Defendants (**Motion Granted**, but right after Aurora managed to get out  
16             of the subject civil case while Plaintiff was not able to reply to object to any  
17             of Aurora's motions because **Claimant Porter/Plaintiff's daughter got**  
18             **kidnapped on December 16, 2010** and she focused on being available for  
19             saving and restoring the life of her 9 year old daughter from severe PTSD  
20             and suicidal tendency, while GMAC in 2012 has filed for Chapter 11  
21             Bankruptcy).  
22  
23      c. Motion for Plaintiff's Award for Punitive Damages Including Legal and  
24             Equitable Relief (Pending due to GMAC's Chapter 11 Bankruptcy).  
25

1           Claimant's intent was to be heard and be given the due process of law after  
2       an **alleged mortgage fraud by GMAC's Homecomings Financials LLC** in  
3       **enforcing a subprime loan** on her application, **declared and/or stated** their  
4       desired sugar coated income other than what the Claimant provided as her  
5       paystub and income tax returns factual numbers. **GMAC's Homecomings**  
6       **Financials enforcing to include a Private Mortgage Insurance** through  
7       **Genworth Insurance** as part of Claimant's responsibility to pay based on the  
8       standard "sub-prime" lending rules when borrowers only paid 10% of the sale price  
9       towards down payment. **Claimant alleged that lenders conspired with private**  
10      **mortgage insurance ("PMI") providers on a sub-prime variable rate loans**,  
11      that when rates go up and borrowers struggles, that the **lenders rather opt to**  
12      **hurry up in foreclosing the home** by creating various scenarios where the  
13      borrowers are **setup to get denied for a Loan Modification** so that the mortgage  
14      banks can cash in from the **private mortgage insurance**, hold the property and  
15      **sell it at a bargain for more cash to them.**

16           GMAC Homecomings transferred only the servicing of the subject property  
17       to Aurora Loan Services LLC, an alleged concerted effort by GMAC. Wherein all  
18       the aggravation of a faulty loan workout happened during the time when **Porter's**  
19       **husband has suffered from ischemic stroke on July 10, 2009** and was in and  
20       out of the hospital from July 2009 through mid part of 2012.

21           Claimant's intent was to be heard and be given the due process of law after  
22       losing her investment property (her livelihood) to an **alleged wrongful foreclosure**  
23       **of GMAC's new Servicer, the Aurora Loan Services. Subject property was**  
24

1                   **foreclosed in or around February 4, 2010.** According to Aurora Loan Services,  
2 Claimant's application for a Loan Modification is "**dependent upon the investors**"  
3 Claimant believes that this is an obvious scheme just to milk the real estate market  
4 and did not care about the Citizens of America who were trying their best to make  
5 a living in an honest way, even though the previous US President Barack Obama  
6 has declared HOPE Now to help homeowners, Claimant alleged that banks like  
7 GMAC and Aurora has continued on this concerted effort to milk the real estate  
8 industry.  
9

10                  After foreclosure **Aurora Loan Services LLC bought the property** as they  
11 **claim to have the highest bid**, however, after owning it, **GMAC or Aurora Loan**  
12 **Services or GMAC Homecomings LLC** is alleged to have claimed against the  
13 PMI through Genworth Insurance (a Private Mortgage Insurance company) for  
14 them to get paid for the money equivalent to the Loan Amount the Claimant has  
15 borrowed to purchase this subject property, so it is alleged that they got paid, yet  
16 they owned the property that they are itchy to sell for more money to them.  
17  
18

19                  Claimant alleged that this may be accomplished through a secretive "pay-to-  
20 play scheme" that utilized carefully crafted "excess-of-loss"" or purported "quota-  
21 share" that were intentionally designed to insulate the lender and when the banks  
22 intentionally abused the system for their gain, many Citizens of America including  
23 herself loses homes left and right to foreclosure even though the borrowers have  
24 tried so hard to apply for a Loan Modification.  
25

26                  At the expense of the borrowers Claimant alleged that these banks has  
27 earned a lot of money through wrongfully foreclosing on the homes with PMIs,  
28

1 collecting from insurance, then reselling the foreclosed property at a lower price so  
2 that buyer comes quick and the money goes to the banks' pocket quicker too.

3 The Chancery Court has scheduled an initial hearing in early part of  
4 November 2010 which Porter planned and attended with hopes of being heard and  
5 be given due process of law. However, after spending for a plane ticket for a trip  
6 from CA to TN to be on time for the hearing, Porter was disappointed when the  
7 Judge called for the presence of any of the defendants but none of them came nor  
8 advised the court of their planned absence in advance to the initial hearing. The  
9 judge has rescheduled for the continuance of the hearing set in January 2011,  
10 however on November 29, 2010 defendants removed this case from the Chancery  
11 Court to the United States District Court for the Western District of Tennessee.  
12

13 In or around the week of September 22, 2017, Claimant Porter received a  
14 First Class Mail from GMAC's Legal Counsel for Civil Case named Bradley Arant  
15 Boult Cummings LLP of Nashville, Tennessee with a Stamp Post Dated  
16 September 14, 2017 (Copy Proof of Envelope is attached as **EXHIBIT II**). In this  
17 mail was the GMAC's Motion to Enforce Bankruptcy Order to the United States  
18 District Court For the Western District of Tennessee regarding the Case# 2:10-cv-  
19 2858.

20 In this mail enclosed another set of stapled document, it was the printed  
21 copy from PACER of the United States Bankruptcy Court Southern District of New  
22 York Judge Martin Glenn's "**Order Granting ResCap Liquidating Trust's**  
23 **Omnibus Motion to Enforce Injunctive Provisions of Plan and Confirmation**  
24 **Order**" (**EXHIBIT III**) recorded on **February 11, 2016**. Claimant Porter have  
25  
26  
27  
28

1 noticed the Annex A – Litigation Parties wherein in the List on Row#7 is the  
2 claimant's name "Lolina Porter", in the list are several columns of which is the  
3 "Letter Sent Pursuant to Procedures Order" and on the Claimant's row#7 it states  
4 that this **Order was sent on June 30, 2015 and also on November 19, 2015**,  
5 hence on the respective column "Applicability of Plan Injunction Provisions", on  
6 Claimants row#7 it states that "**The party did not file a timely proof of claim**".  
7

8 The Claimant is not disputing the facts stated in the Litigation Parties list,  
9 however, **Claimant Porter has not received herself, nor opened an envelope**  
10 **containing the "Order Granting ResCap Liquidating Trust's Omnibus Motion**  
11 **to Enforce Injunctive Provisions of Plan and Confirmation Order" prior to in**  
12 **or around the week of September 22, 2017.**

14 On October 17, 2017, Claimant Porter received a Show Cause Hearing  
15 scheduled for October 26, 2017 from the United States District Court For the  
16 Western District of Tennessee Western Division set before Chief Magistrate Judge  
17 Diane K. Vescovo for the civil case involving Porter and GMAC et al. Claimant  
18 Porter prepared **her Plaintiff's Response to the Order to Show Cause Hearing**  
19 **and Petition for Continuance**, personally attended the October 26, 2017 hearing  
20 and hand delivered this document to the Clerk of the Chief Magistrate Judge prior  
21 to the start of the Show Cause hearing. Copy of the aforementioned document is  
22 attached as **(EXHIBIT 3)**.  
23

25 **II. CONCLUSION**

26 Since the United States Bankruptcy Court for the Southern District of New  
27 York Manhattan Division has jurisdiction over GMAC's Chapter 11 Bankruptcy  
28

1 pursuant to 28 U.S.C. § 158(a)(1), and Pursuant to Bankruptcy Rule 3003(c)(3)  
2 “Time For Filing”, **Claimant humbly request the honorable Judge for your**  
3 **consideration to allow for her to File Proof of Claim Out of Time** using the  
4 **“excusable neglect” standard (See Pioneer Investment Services Company**  
5 **vs. Brunswick Associates, LP, 507 U.S. 380 (1993).**

6  
7 Claimant also has researched about the possibility of this debt to be one of  
8 debts to be categorized by this court as **“Nondischargeable”** if it is proven on  
9 trial that GMAC on behalf of Homecomings Financial entity has indeed  
10 committed **Mortgage Fraud** See *United States v. Wells Fargo Bank, N.A., et.*  
11 *al., 12-cv-7527 (S.D.N.Y.), United States v Guild Mortgage Company.*

12  
13 Hence, it is the Claimant’s hope that this honorable Bankruptcy Court grant  
14 the Claimant to continue to litigate GMAC at the United States District Court.

15 It is also the Claimant’s hope that this honorable Bankruptcy Court bars  
16 GMAC (as the debtor) to enforce Bankruptcy Order on Claimant while litigation  
17 on this matter continues.

18  
19 At present, the subject property of the civil case disputed located at 6131  
20 Woodstock View Dr. Millington, TN 38053 is hereby reported by Claimant that  
21 the roof is broken and falling apart, it has no electricity and the current owner  
22 has not paid its Yard Maintenance HOA dues as specified in the HOA Rules  
23 given by the Townhouse Developers when all homeowners bought from them.

24  
**III. WHEREFORE, PREMISES CONSIDERED, CLAIMANT PRAYS:**

- 25  
26 1) For this Honorable Bankruptcy Court to forgive the Claimant, for she has no  
27 intentions of disrespecting the bankruptcy court rules and expectations as the  
28

1 Claimant had a family emergency when her 9 year daughter who got kidnapped, was  
2 retrieved by the police but was ruined and was endangering her life, that the  
3 Claimant had to drop everything including working fulltime as a Software Engineer  
4 just to help her daughter cope with the life she now has to live after kidnapping.  
5

- 6 2) For this Honorable Bankruptcy Court to acknowledge my statement that only in or  
7 around September 22, 2017 is when the Claimant first received and read the Order  
8 Granting ResCap Liquidating Trust's Omnibus Motion To Enforce Injunctive  
9 Provisions of Plan and Confirmation Order with the List of Litigation Parties.  
10 However, the Claimant is not disputing the dates GMAC claimed to have sent the  
11 same document to her mailing address.
- 12  
13 3) For this Honorable Bankruptcy Court to allow the Claimant to learn if US Bankruptcy  
14 Law was created also to protect, and relieve an entity such as GMAC from being  
15 punished for "imposing unfair and abusive loan terms on borrowers" or "predatory  
16 lending", and that they can walk away without being responsible for the wrong  
17 actions made by them which caused a lot of family in distressed, felt violated, and  
18 deceived for the Defendant's greater gain.  
19  
20 4) For this Honorable Bankruptcy Court to order GMAC to pay Compensatory Damages  
21 to Claimant, which are intended to restore what Claimant has lost as a result of  
22 GMAC's wrongful conduct in foreclosing the property that is part of her livelihood.  
23  
24 5) For this Honorable Bankruptcy Court to order GMAC to pay the Loss of Rents from  
25 the time they foreclosed the subject property until the civil case in the District Court is  
26 settled.  
27  
28

- 1       6) For this Honorable Bankruptcy Court to order GMAC to pay the Plaintiff all PMI  
2              premiums that they have collected for the Private Mortgage Insurance that Plaintiff  
3              was paying per month since the Loan Origination with Homecomings  
4              Financials/GMAC with reasonable interest based on each year's prevailing rate since  
5              that payment started until the civil case in the District Court is settled  
6
- 7       7) For this Honorable Bankruptcy Court to order GMAC to pay all monies, down  
8              payments, mortgage payments, interest and all monies received by Homecomings  
9              Financials, and Aurora Loan Services from the Claimant from the Loan Origination  
10             time until Aurora Loan Services, LLC foreclosed the subject property on behalf of  
11             Homecomings Financials/GMAC with reasonable interest until this case is settled.  
12
- 13       8) For this Honorable Bankruptcy Court to order GMAC to Quiet Title the alleged  
14              Wrongfully Foreclosed Property located at 6131 Woodstock View Dr. Millington, TN  
15              38053 back to the Claimant free and clear since Claimant was the one who paid all  
16              the premiums for the Private Mortgage Insurance where GMAC and its servicer  
17              Aurora Loan Services LLS (who no longer exist to this day as a company) is the one  
18              who benefited from the Claimant's paid premium Private Mortgage Insurance. This is  
19              so that Claimant can maintain the house and repair it back to where it will not be an  
20              empty, dilapidated structure where possible drug users may use as their hideout and  
21              to protect the surrounding community.  
22
- 23       9) For this Honorable Bankruptcy Court to grant Claimant Leave to File Proof of Claim  
24              Out of Time.  
25
- 26
- 27
- 28

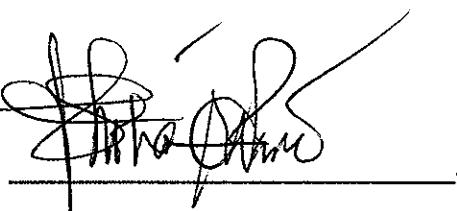
1 10) For this Honorable Bankruptcy Court to grant Claimant to Continue to Litigate Debtor  
2 as Defendant in the civil case filed prior to the Debtor Filing its Chapter 11  
3 Bankruptcy in the US District Court for further determination if the Porter's claims  
4 against the debtor is a "dischargeable debt" or "non-dischargeable debt" pursuant to  
5 11 U.S.C. § 523(c); Fed. R. Bankr. P. 4007(c).  
6

7 11) For this Honorable Bankruptcy Court to schedule a hearing if necessary that the  
8 Claimant may be able to explain her position.  
9

10 12) For such further and other relief as to which the Claimant may be entitled that this  
11 Honorable Bankruptcy Court may judge appropriately.  
12

13 So help the truth to prevail God.

14  
15 **RESPECTFULLY SUBMITTED: This ~~4th~~<sup>5th</sup> day of December in the year, 2017 .**

16  
17  
18  
19  
20 BY:   
21

22 **LOLINA PORTER, pro se**

23 **Claimant**

24 832 Monterey Rd.

25 Glendale, CA 91206

26 Telephone(Landline): (901)-347-0372

27 Telephone(Mobile) : (818)-571-9092

1 STATE OF NEW YORK *California*  
2  
3

4  
5 *Los Angeles*  
6 COUNTY OF NEW YORK  
7

8 I, Lolina Porter, hereby state under oath that the facts and allegations of the  
9 complaint filed herein, and the facts and matters set forth are true and correct to the best of  
10 my knowledge, information, and belief, and that I am justly entitled to the relief sought.  
11

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28

LOLINA PORTER

12 Sworn and subscribed to before me this 5 day of December, 2017.  
13



Notary Public

1  
2  
**Certificate of Service**  
3  
4

5  
**Notice of Motion for Leave to File Proof of Claim Out of Time  
and Motion to Allow Claimant to Continue to Litigate Debtor in  
the District Court for NonDischargeability Determination**  
6  
7

8  
**Claimant:**  
9

10  
**Lolina Porter**  
11 832 Monterey Rd.  
12 Glendale, CA 91206  
13 (818)-571-9092  
14 Email: [arthinker@yahoo.com](mailto:arthinker@yahoo.com)

15  
**To be delivered to:**  
16

17 **US Bankruptcy Court**  
Southern District of New York  
One Bowling Green  
New York, NY 10004-1408  
Via United Parcel Service

18 Additionally, the undersigned certifies that he caused a true and correct copy  
19 of the foregoing Notice to be sent via email and/or USPS on December 5, 2017  
20 to the following parties:  
21

22 represented by Jessica G. Berman  
23 Email: [jberman@msek.com](mailto:jberman@msek.com)

24 Donald H. Cram  
Severson & Werson, PC  
One Embarcadero Center  
Suite 2600  
San Francisco, CA 94111  
415-398-3344  
Fax : 415-956-0439  
Email: [dcram@severson.com](mailto:dcram@severson.com)

25 Stefan W. Engelhardt  
Morrison & Foerster LLP  
1290 Avenue of the Americas  
26 New York, NY 10104  
27 212-468-8000  
28 Email: [sengelhardt@mofo.com](mailto:sengelhardt@mofo.com)

George M. Geeslin  
Eight Piedmont Center, Suite 550  
3525 Piedmont Road, N.E.  
Atlanta, GA 30305-1565  
(404) 841-3464  
Fax : (404) 816-1108

	Email: geeslingm@aol.com
1 2 3 4 5 6 7	Bonnie R. Golub Weir & Partners, LLP The Widener Bldg., Suite 500 1399 Chestnut Street Philadelphia, PA 19107 (215) 665-8181 Fax : (215) 665-8464 Email: bgolub@weirpartners.com
8 9 10 11 12 13	Joel C Haims Morrison & Foerster LLP 250 W 55th Street New York, NY 10019 (212)468-8238 Fax : (212)468-7900 Email: JHaims@mofo.com
14 15 16 17 18 19	Lorenzo Marinuzzi Morrison & Foerster LLP 250 West 55th Street New York, NY 10019-9601 (212) 468-8045 Fax : (212) 468-7900 Email: lmarinuzzi@mofo.com
20 21 22 23	Bradley Arant Boult Cummings LLP One Federal Place 1819 Fifth Avenue North Birmingham, AL 35203 205-521-8000 Email: jsmitht@babc.com
24 25 26 27 28	Steven J. Reisman Curtis, Mallet-Prevost, Colt & Mosle LLP 101 Park Avenue New York, NY 10178 212-696-6065 Fax : (212) 697-1559
	Todd M. Goren Morrison & Foerster LLP 250 W. 55th Street New York, NY 10019 (212) 336-4325 Fax : (212) 468-7900 Email: tgoren@mofo.com
	Gary S. Lee Morrison & Foerster LLP 1290 Avenue of the Americas 40th Floor New York, NY 10022 (212) 468-8042 Fax : (212) 468-7900 Email: glee@mofo.com
	Larren M. Nashelsky Morrison & Foerster LLP 1290 Avenue of the Americas New York, NY 10104 212-468-8000 Fax : 212-468-7900 Email: lnashelsky@mofo.com
	Anthony Princi Morrison & Foerster 1290 Avenue of the Americas New York, NY 10104 (212)468-8030 Fax : (212)468-7900 Email: aprinci@mofo.com
	Norman Scott Rosenbaum Morrison & Foerster LLP 250 West 55th Street New York, NY 10019 (212) 506-7341 Fax : (212) 468-7900 Email: nrosenbaum@mofo.com

1	Email: <a href="mailto:sreisman@curtis.com">sreisman@curtis.com</a>	
2	John W Smith T <b>U.S. Trustee</b> <b>United States Trustee</b> Office of the United States Trustee U.S. Federal Office Building 201 Varick Street, Room 1006 New York, NY 10014 (212) 510-0500	Kayvan B. Sadeghi Morrison & Foerster LLP 250 West 55th Street New York, NY 10019-9601 212-468-8000 Fax : 212-468-7900 Email: <a href="mailto:ksadeghi@mofo.com">ksadeghi@mofo.com</a>
3	represented by Andrew D. Velez- Rivera <b>Office of the U.S. Trustee</b> 33 Whitehall Street 21st. Floor New York, NY 10004 (212) 510-0500 Fax : (212) 668-2255	<b>Claims and Noticing Agent</b> Kurtzman Carson Consultants LLC, Claims Agent Attn: James Le 2335 Alaska Avenue El Segundo, CA 90245 <a href="http://www.kccllc.com">www.kccllc.com</a> 310-823-9000
4	<b>Creditor Committee</b> <b>Official Committee Of Unsecured</b> <b>Creditors</b> represented by Kenneth H. Eckstein Kramer Levin Naftalis & Frankel LLP 1177 Avenue of the Americas New York, NY 10036 (212) 715-9100 Fax : (212) 715-8000 Email: <a href="mailto:keckstein@kramerlevin.com">keckstein@kramerlevin.com</a>	Robert J. Feinstein Pachulski Stang Ziehl & Jones LLP 780 Third Avenue 34th Floor New York, NY 10017-2024 (212) 561-7700 Fax : (212) 561-7777 Email: <a href="mailto:rfeinstein@pszyj.com">rfeinstein@pszyj.com</a>
5	Ronald J. Friedman SilvermanAcampora LLP 100 Jericho Quadrangle Suite 300 Jericho, NY 11753 (516) 479-6300 Fax : (516) 479-6301 Email: <a href="mailto:filings@spallp.com">filings@spallp.com</a>	Douglas Mannal Kramer Levin Naftalis & Frankel LLP 1177 Avenue of the Americas New York, NY 10036 (212) 715-9313 Fax : (212) 715-8000 Email: <a href="mailto:dmannal@kramerlevin.com">dmannal@kramerlevin.com</a>
6	Robert D. Nosek Certilman Balin Adler & Hyman, LLP 90 Merrick Avenue	Steven S. Sparling Kramer Levin Naftalis & Frankel, LLP 1177 Avenue of the Americas

1	East Meadow, NY 11554 516-296-7000 Email: rnosek@certilmanbalin.com	New York, NY 10036 (212) 715-7736 Fax : (212) 715-8000 Email: ssparling@kramerlevin.com
2	<b>Creditor Committee Official Committee of Unsecured Creditors of Residential Capital, LLC, et al.</b> represented by Robert J. Feinstein (See above for address)	Stephen Zide Kramer Levin Naftalis and Frankel, LLP 1177 Avenue of the Americas New York, NY 10036 (212) 715-9100 Fax : (212) 715-8000 Email: szide@kramerlevin.com
3	<b>Creditor Committee</b> Pachulski Stang Ziehl & Jones LLP, Co-Counsel for the Official Committee of Unsecured Creditors represented by Robert J. Feinstein (See above for address)	Creditor Committee Pachulski Stang Ziehl & Jones LLP, Co-Counsel for the Official Committee of Unsecured Creditors represented by Robert J. Feinstein (See above for address)
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